

APPENDIX F

Contract Between Clean Land Fund and Owner Settling Defendants

APPENDIX "F"
CLF CONTRACT

This is a Contract between **Transtech Industries, Inc.** ("Transtech"), a Delaware corporation, with its principal place of business at 200 Centennial Avenue, Piscataway, New Jersey 08854; **Filcrest Realty, Inc.** ("Filcrest"), a New Jersey corporation with its principal place of business at 200 Centennial Avenue, Piscataway, New Jersey 08854; **Kin-Buc, Inc.** ("Kin-Buc"), a New Jersey corporation with its principal place of business at 200 Centennial Avenue, Piscataway, New Jersey 08854; and **Inmar Associates, Inc.** ("Inmar"), a New Jersey corporation, with its principal place of business in Scotch Plains, New Jersey 07076, (hereafter known as "Owner Settling Defendants") and the **Clean Land Fund**, a tax exempt, not-for-profit organization under Section 501(c)(3) of the Internal Revenue Code, incorporated in Rhode Island, with principal offices currently located at 815 Beacon Hill Road, P.O. Box 725, Block Island, Rhode Island 02807 ("CLF"). The United States is a third party beneficiary of this contract with rights to enforce this contract in all respects. The WMI Group is a limited third party beneficiary of this contract with rights to enforce its rights and entitlements embodied in paragraphs III.A.1.g., III.A.2.a., III.A.2.g., III.A.2.i-k., III.A.3.j., III.A.4.d., III.A.5.a., III.A.6., IV.A., IV.E., V.A., V.B.1., V.B.3.b., VI., and VII.

Unless otherwise expressly provided for herein, terms used in this CLF Contract which are defined in CERCLA or in regulations promulgated under CERCLA or in the body of the Consent Decree shall have the meaning assigned to them therein. Unless otherwise expressly provided, the term Paragraph shall mean a portion of this CLF Contract identified by an Arabic numeral or an upper or lower case letter.

In the event of a conflict between this CLF Contract and the body of the Consent Decree, the Consent Decree shall control. In the event of a conflict between this CLF Contract and the WLP SOW, the WLP SOW shall control.

The purpose of this Contract is to identify the rights and obligations of the Owner Settling Defendants and the CLF with regard to certain activities that are to be accomplished by the CLF.

In consideration of the mutual covenants contained in this agreement, which each of the parties hereto acknowledges as being adequate and sufficient, it is hereby agreed as follows:

I. DESCRIPTION OF PROPERTY

“Property A,” “Property B,” “Property C,” and “Property D” shall mean the four categories of real property described by block and lot in Appendix A of the Consent Decree.

1. Property A: The first category (“Property A”) includes the following real property which shall be preserved as Open Space through the Satisfactory Completion of the SEP by Owner Settling Defendants, pursuant to the Consent Decree:

Block 399, Lots 14, 59, 61, 63, 65, 68, 73, 76, 78, 80, 84, 91, 106, 107, and 108.

Block 400, Lots 3-C, 26, 31, 37, 43, 44, 45, 47, 49, 56, 59, 60, 61, 63, 67, 68, 70, and that portion of Lot 46 owned by Filcrest Realty, Inc.

2. Property B: The second category (“Property B”) includes the following real property on which wetlands shall be identified, restored and maintained through performance by the WMI Group of the NRD Project, pursuant to the State Decree:

Block 400, Lots 2-A, 3-B, 3-C, 8, 35, 36, 37, 38, 40, 41, 42, 43, 44, 45, 46, 47, 48, 50, 52, 53, 56, 57, 58, 60, and 61.

3. Property C: The third category ("Property C") includes the following real property on which wetlands shall be identified, restored and maintained through the Satisfactory Completion of the WLP by Owner Settling Defendants, pursuant to the Consent Decree:

Block 399, Lots 14, 59, 61, 63, 65, 68, 73, 76, 78, 80, 84, 91, 106, 107, and 108.

Block 400, Lots 26, 31, 49, 59, 63, 67, 68, and 70.

4. Property D: The fourth category ("Property D") includes the following real property which shall be preserved in perpetuity as Open Space, if possible, and on which additional wetlands shall be identified, restored and maintained, if possible, through the Satisfactory Completion of the WLP by Owner Settling Defendants, pursuant to the Consent Decree:

Block 399, Lots 6, 8, 9, 28, 30, 31, 32, 44, 45, 49, 50, 51A and 55, and all other Lots in Block 399 not owned by Owner Settling Defendants.

Block 400, Lot 69 and 71, and all other lots in Block 400 not owned by Owner Settling Defendants, except that the Lots included in the NRD Project, (i.e., Block 400, Lots 2-A, 3-B, 8, 35, 36, 38, 40, 41, 42, 48, 50, 52, 53, 57, and 58), shall be subject only to the Open Space provisions, not the wetland restoration provisions, of this Consent Decree.

II. TASKS TO BE PERFORMED BEFORE THE EXECUTION OF THE CONSENT DECREE

A. Prior to execution of the Consent Decree, Owner Settling Defendants shall convey Conservation Easements covering all of Property A (as defined in paragraph 3(y) of the Consent Decree) attached to that Decree as Appendix E ("Conservation Easements") which run with the land and prohibit all development on Property A in perpetuity subject to certain exceptions therein, to CLF. Owner Settling Defendants, CLF, and the EPA acknowledge and agree that CLF intends to transfer these Conservation Easements to a different Conservation Organization, qualified and willing to acquire, monitor, and ensure compliance with, the Conservation Easements, ("Easements Holder"). Owner Settling Defendants or their agent, CLF, shall have

one hundred twenty (120) days from the date of entry of the Consent Decree to locate and propose such a substitute Conservation Organization. EPA will review and consider such proposed substitute Conservation Organization and advise Owner Settling Defendants and their agent, CLF, of its decision to approve or disapprove such organization. If EPA approves, CLF shall transfer the Conservation Easements to such organization. If EPA disapproves, CLF shall continue to retain the Conservation Easements and shall submit to EPA in writing another proposed Conservation Organization within ninety days (90) thereafter. Until such substitute is found and approved, or the final conveyance is completed, CLF shall continue to retain the Conservation Easements.

B. Prior to execution of the Consent Decree, Owner Settling Defendants shall convey title to Property A to CLF utilizing the deeds attached to the Consent Decree as Appendix C.

C. Prior to execution of the Consent Decree, Owner Settling Defendants shall pay \$68,000 in accordance with the Consent Decree and the SOW to CLF to be deposited in an interest bearing restricted account, ("WLP Restricted Account"), which shall be spent by CLF in accordance with the SOW, this Contract, and the Consent Decree.

D. Prior to execution of the Consent Decree, the parties identified as the WMI Group in the Consent Decree shall pay \$40,000 to CLF to be deposited in the WLP Restricted Account which shall be spent by CLF in accordance with the SOW, this Contract, and the Consent Decree.

III. TASKS TO BE PERFORMED AFTER THE EXECUTION OF THE CONSENT DECREE

A. CLF shall prepare and submit to Owner Settling Defendants all reports required by Paragraphs 11, 18, 27(a) and (b), 30, and 32 of the body of the Consent Decree five (5) days prior to the deadline for submission of such reports to EPA.

B. Wetland Restoration and Land Management Project (WLP)

1. Task 1: Open Space Land Management Plan (OSLMP) Within six (6) months after entry of the Consent Decree, CLF shall submit to EPA a proposed OSLMP for all property within Property A as that term is defined in Paragraph 3(y) of the body of the Consent Decree. CLF shall, if possible, obtain the agreement of owners of lots in Property D to be included in the OSLMP. If this agreement is obtained, CLF shall include such lots in the OSLMP.

a. The OSLMP shall consist of three major components:

(i) An inventory of the flora and fauna existing on the subject property;

(ii) A plan for the stewardship of the flora and fauna on the subject property; and

(iii) A plan for public access rights and restrictions with respect to the subject property.

b. The OSLMP shall be consistent in all respects with the provisions of the Consent Decree, the Conservation Easements and the other appendices to the Consent Decree, and any modifications thereof.

c. Community Outreach Program

(i) CLF shall develop the OSLMP through a Community Outreach Program ("Community Outreach Program").

(ii) The goal of the Community Outreach Program is to enfranchise all stakeholders in the open space management planning process, including local community and environmental organizations, local property owners, local chambers of

commerce, local, state and federal governments, including without limitation officials of the New Jersey Department of Environmental Protection and the Township of Edison, New Jersey, and other affected citizens, corporations and organizations (collectively, "Stakeholders"), and to obtain the financial and other support of such Stakeholders in the design and implementation of the OSLMP.

(iii) Through the Community Outreach Program, CLF shall:

(a) within thirty (30) days after execution of the Consent Decree, contact authorized representatives of all Stakeholders, in accordance with the criteria for community involvement and notification in EPA's guidance document, entitled "Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund and Cleanup Grants," dated September 2004 (Document No. EPA-560-F-04-253, available at www.epa.gov/brownfields);

(b) inform all of the Stakeholders of the nature and purpose of the SEP and of the WLP; and

(c) solicit and record all Stakeholders' opinions on the nature and extent of public access, passive recreation and land management on Properties A and, if possible, D. Such solicitation may be done through phone calls, notices in local newspapers, and public meetings. CLF shall make initial contacts with all Stakeholders within thirty (30) days of the execution of the Consent Decree.

d. CLF shall submit the proposed OSLMP to EPA for its review.

e. If EPA approves the OSLMP, or any modification thereof, with (further) modifications, EPA may make such modifications itself and notify CLF thereof, or EPA may direct CLF to submit proposed modifications in accordance with EPA instructions, which

CLF shall do within thirty (30) days after receipt thereof. Any such modification of the OSLMP shall be implemented only after the prior written approval of EPA.

f. If EPA disapproves a proposed OSLMP or proposed modification thereof, submitted by CLF, EPA may draft a new OSLMP or modification and provide a copy thereof to CLF, or EPA may direct CLF to submit a new proposed OSLMP or modification in accordance with EPA instructions which CLF shall do within thirty (30) days of receipt thereof. Any such new OSLMP or modification shall be implemented only after the prior written approval of EPA.

g. Within 20 days after the exchange of documents to which reference is made in paragraph A.1. of Section III of this CLF Contract, CLF shall provide copies thereof to the WMI Group.

h. CLF shall implement the OSLMP, including any EPA-approved modification thereof, in accordance with the schedule set forth therein, subject to Section XI (Force Majeure) of the Consent Decree and subject to receiving funding therefor through implementation of the Initial Financing Plan.

i. Preservation of Property D

(i) If in the course of implementing this CLF Contract and the WLP SOW, or at any other time CLF acquires title to all or a portion of Property D, then CLF shall ensure that such property is preserved as Open Space through the recording and granting to an EPA-approved Conservation Organization of a Conservation Easement, running with the land, preventing, *inter alia*, development and certain other uses of such property in perpetuity. Such Conservation Easement shall be in substantially the same form as the Conservation Easements attached to the Consent Decree as Appendix E. CLF shall ensure that title to such

property is conveyed to at least one other Conservation Organization or government agency approved by EPA, if possible.

2. Task 2: Financing Plans

a. Initial Financing Plan. Within six (6) months after execution of the Consent Decree, CLF shall submit to EPA a proposed initial plan for financing which shall include financing of (1) the wetland maintenance on Lots 49, 59, and 70 in Block 400, pursuant to the Consent Decree, as described in Paragraph 2(i) below, (2) the implementation of the OSLMP, and (3) the preparation of the Wetlands Restoration Plan ("WRP"). The Initial Financing Plan will not include funding for the implementation of the Wetlands Restoration Plan which shall be provided by the Final Financing Plan. At a minimum, the Initial Financing Plan shall:

- (i) identify potential sources of funding from governmental grant programs, philanthropic foundations, and in-kind service providers;
- (ii) identify dollar amounts to be applied for;
- (iii) describe the strategy for obtaining such funding; and
- (iv) set forth a schedule for making formal requests for such funding from each potential source.

b. Final Financing Plan. Within twelve (12) months after entry of the Consent Decree, CLF shall submit to EPA a proposed final plan for financing the implementation and maintenance of the WRP ("Final Financing Plan"). At a minimum, the Final Financing Plan shall:

- (i) identify potential sources of funding from governmental grant programs, philanthropic foundations, and in-kind service providers;

- (ii) identify dollar amounts to be applied for;
- (iii) describe the strategies for obtaining such funding; and
- (iv) set forth a schedule for making formal requests for such funding from each potential source.

c. CLF shall submit the proposed Initial Financing Plan and Final Financing Plan (collectively, "Financing Plans"), and any proposed modification thereof, to the EPA for its review to ensure that such plan includes the components listed in paragraphs a. and b. immediately above.

d. The WLP SOW provides for EPA review of the proposed Initial Financing Plan and Final Financing Plan (collectively, "Financing Plans"), and any proposed modification thereof, submitted by CLF and notification of CLF in writing whether it: (1) approves the Financing Plan or modification without (further) modifications; (2) approves the Financing Plan or modification with (further) modifications; or (3) disapproves the Financing Plan or modification altogether.

e. If EPA approves the Financing Plan, or any modification thereof, with (further) modifications, EPA may make such modifications itself and notify CLF thereof, or EPA may direct CLF to submit proposed modifications in accordance with EPA instructions, which CLF shall do within thirty (30) days after receipt thereof. Any such modification of the Financing Plan shall be implemented only after the prior written approval of EPA.

f. If EPA disapproves a proposed Financing Plan or proposed modification thereof, submitted by CLF, EPA may draft a new Financing Plan or modification and provide a copy thereof to CLF, or EPA may direct CLF to submit a new proposed Financing Plan or modification in accordance with EPA instructions which CLF shall do within thirty (30)

days of receipt thereof. Any such new Financing Plan or modification shall be implemented only after the prior written approval of EPA.

g. Within 20 days after the exchange of documents to which reference is made in this Paragraph A.2. of Section III, between EPA and CLF, CLF shall provide copies thereof to the WMI Group.

h. CLF shall implement the Financing Plans, including any EPA-approved modification thereof, in accordance with the schedules set forth therein, subject to Section XI (Force Majeure) of the Consent Decree.

i. Any funds raised to implement the WLP shall be placed in the WLP Restricted Account and shall be used exclusively for the preparation and implementation of the WLP; provided, however, the first \$20,000 of such funds, including any Net Sales Proceeds from the sale of Property A, shall be spent exclusively on the maintenance of wetlands in Block 400, Lots 49, 59 and 70, pursuant to the Consent Decree, unless otherwise approved in writing by EPA.

j. The WMI Group shall make an additional payment of \$5000 to CLF, which CLF shall deposit in the WLP Restricted Account, in the event that:

(i) The first \$15,000 of such \$20,000 is raised after the fall of 2005 but in time to finance the performance of such wetland maintenance in the fall of 2006, and CLF actually performs such wetland maintenance in the fall of 2006; or

(ii) The Army Corps of Engineering ("ACOE") commits, before September 1, 2006, to perform such wetland maintenance in 2006, 2007, 2008 and 2009, and actually performs such wetland maintenance in the fall of 2006.

k. The WMI Group shall make an additional payment of \$10,000 to CLF, which CLF shall deposit in the WLP Restricted Account, in the event that:

(i) The first \$25,000 of funds raised by or on behalf of CLF is raised on or before September 1, 2005, and CLF deposits such funds in the WLP Restricted Account for use exclusively in performing such wetland maintenance, and actually performs such wetland maintenance in the fall of 2005;

(ii) The ACOE commits, before September 1, 2005, to perform such wetland maintenance in 2005, 2006, 2007, 2008 and 2009, and actually performs such wetland maintenance in the fall of 2005.

l. Paragraphs III.A.2.j. and III.A.2.k. do not require the WMI Group to make additional payments to CLF in excess of \$10,000. Any additional payments by the WMI Group to CLF shall be spent on Eligible WLP Costs.

m. In the event the United States decides not to move the Court for entry of the Consent Decree or that the Court denies such a motion to enter, all funds remaining in the WLP Restricted Account shall be returned to the donors thereof in amounts proportionate to those donors' respective contributions to the account.

3. Task 3: Wetland Restoration Plan (WRP)

a. Within eighteen (18) months after entry of the Consent Decree, CLF shall submit to EPA a comprehensive Wetlands Restoration Plan ("WRP") for Property C and, if possible, Property D (defined in Paragraph 3(y) of the Consent Decree). The Parties to this CLF Contract acknowledge and agree that the ability of CLF to obtain funding and the cooperation of other persons that own land within Property D may affect the nature and

completeness of the WRP as it applies to such land. Nevertheless, CLF shall include Property D within the WRP to the greatest extent possible.

b. The goal of the WRP shall be to permanently restore all wetlands, (except for those wetlands included in the WMI Group's NRD Project), initially in and on Property C and, if possible, Property D by, among other things, identifying, restoring, maintaining and making self-sustaining all historic and current wetlands on Property C and, if possible, Property D.

c. The means to achieve that goal shall include, without limitation, removing phragmites and other invasive species, regularly applying herbicides and/or taking other measures to prevent such invasive species from recolonizing, and systematically planting spartina to the extent necessary to ensure its sustainable recolonization, in accordance with the definition of "self-sustaining" in Paragraph 15 of the Consent Decree. The Parties hereto recognize that such recolonization may not be self-sustaining without a revision in site topography and hydrology that creates an aquatic environment with cyclic inundation and slow drainage.

d. The WRP shall include a feasibility study to determine the means necessary to achieve a self-sustaining wetland ecosystem on Property C and, if possible, Property D ("Feasibility Study").

e. The WRP shall include plans and schedules for the implementation of all investigation, design, construction and maintenance tasks required for completion of the restoration of all wetlands on Property C and, if possible, Property D. Such tasks shall include:

(i) Investigation

- (a) a survey and delineation of all wetland and upland areas within Property C and, if possible, Property D;
- (b) the depiction of such wetland and upland areas on a map of Property C and, if possible, Property D drawn to scale;
- (c) the identification and description of the current condition of such wetlands and the requirements (if any) for the restoration thereof;
- (d) the identification and description of any necessary modifications to the area's hydrology and topography.

(ii) Design

- (a) detailed descriptions of all tasks to be performed in order to permanently restore all wetlands within Property C and, if possible, Property D, including without limitation the removal of phragmites and other invasive species, the regular application of herbicides, the systematic planting of spartina to the extent necessary for its sustainable recolonization, and, if necessary, the taking of other measures, including modification of the area's topography and/or hydrology, to prevent such invasive species from recolonizing;
- (b) detailed descriptions of all tasks to be performed in order to improve and extend the nature walk along the portion of Property C and, if possible, Property D that abuts or is in close proximity to the Raritan River;
- (c) the identification and description of any additional plans, reports, or other deliverables to be submitted to EPA for its review and approval in order to facilitate completion of the WRP;

(d) a schedule for completion of all tasks, plans and reports identified under (a), (b) and (c) above, including interim dates; and

(e) identification of the permits required for the Satisfactory Completion of the WRP, and their sources, (e.g., federal, state, or local governmental agencies or entities).

(iii) Construction

(a) Obtaining all necessary permits before construction commences; and

(b) performance of tasks necessary for restoration of wetlands within Property C and, if possible, Property D, including without limitation the removal of invasive species, the systematic planting of spartina, changes to the property's hydrology and/or topography to the extent necessary to ensure sustained recolonization;

(c) performance of tasks to improve and extend the nature walk along the portion of Property C and, if possible, Property D that abuts and is in close proximity to the Raritan River, and

(d) completion and submission to EPA of any additional plans, reports, or other deliverables identified above;

(iv) Maintenance: performance of activities necessary to avoid new growth of invasive plant species and otherwise maintain Property C and, if possible, Property D wetlands in a restored condition.

f. The WRP shall require the Satisfactory Completion of the WRP construction within three (3) years after approval of the WRP by EPA. The WRP shall identify any contingencies or obstacles that may delay completion of the WRP. CLF shall notify EPA of

the progress in implementation of the WRP and shall update the status of any known and newly encountered obstacles to timely, satisfactory completion in the quarterly reports pursuant to Paragraph A.5.a of Section III.

g. CLF shall submit the proposed WRP, and any modification thereof, to the EPA for its review.

h. As provided in the WLP SOW, EPA will review the proposed WRP and any modifications thereof, submitted by CLF and notify CLF in writing whether it: (1) approves the WRP or modification without (further) modifications; (2) approves the WRP or modification with (further) modifications; or (3) disapproves the WRP or modification altogether.

i. If EPA approves the WRP, or any modification thereof, with (further) modifications, EPA may make such modifications itself and notify CLF thereof, or EPA may direct CLF to submit proposed modifications in accordance with EPA instructions, which CLF shall do within thirty (30) days after receipt thereof. Any such modification of the WRP shall be implemented only after the prior written approval of EPA.

j. If EPA disapproves a proposed WRP or proposed modification thereof, submitted by CLF, EPA may draft a new WRP or modification and provide a copy thereof to CLF, or EPA may direct CLF to submit a new proposed WRP or modification in accordance with EPA instructions which CLF shall do within thirty (30) days of receipt thereof. Any such new WRP or modification shall be implemented only after the prior written approval of EPA.

k. Within 20 days after the exchange of documents to which reference is made in Paragraph A.3 of Section III, between EPA and CLF, CLF shall provide copies thereof to the WMI Group.

l. CLF shall implement the WRP, including any EPA-approved modification thereof, in accordance with the schedule set forth therein, subject to Section XI (Force Majeure) of the Consent Decree.

m. CLF shall ensure that at least seventy-five (75) percent of all funds raised by CLF to implement the WLP over and above the amount allocated to wetland maintenance referenced in Paragraph B.2.i. of Section III, above, shall be spent on the preparation and implementation of the WRP.

n. Relief from WRP Obligations

(i) On August 6, 2004, CLF submitted an application to the Army Corps of Engineers ("ACOE") to sponsor a Recognizance Investigation, of the Environmental Degradation along the Raritan River Basin, adjacent to the Kin-Buc Landfill, in Edison, New Jersey ("RI Application"), pursuant to the Continuing Authorities Program ("CAP"), authorized by Section 206 of the Water Resources Development Act of 1996, as amended, 33 U.S.C. § 2330. As of the date of execution of the Consent Decree, the RI Application was pending.

(ii) In the event that the ACOE grants the RI Application, CLF shall be relieved of its obligations to prepare, submit and implement a WRP pursuant to this Contract; provided, however, if CLF halts or abandons its participation in the ACOE's CAP program, or otherwise fails to comply with the requirements of CAP, then CLF shall not be relieved of such WRP obligations.

4. Task 4: Final Conveyance

a. Within thirty (30) days after the Satisfactory Completion of the tasks set forth in the WRP, and any EPA-approved modification thereof, CLF shall notify EPA of the name, address and phone number of the principal offices of, and the name and qualifications of the chief executive officer of a Conservation Organization or the authorized representative of a governmental department, agency, or instrumentality ("Final Titleholder"), different from the Interim Titleholder and Easement Holder, that is qualified and willing to:

(i) acquire title to Property A and any portions of Property D that CLF may have acquired;

(ii) manage such property in perpetuity, in accordance with the restrictions set forth in the Conservation Easements; and

(iii) assume the Interim Titleholder's obligations under the CLF Contract, or any EPA-approved modification thereof or successor thereto; provided that Owner Settling Defendants shall remain a party to the CLF Contract after such assignment, and provided that the CLF Contract shall be assigned without modification unless otherwise approved by EPA.

b. CLF shall submit to EPA for its review the name of the proposed Final Titleholder. If EPA disapproves of the proposed Final Titleholder, Owner Settling Defendants and CLF shall, within sixty (60) days after the date of such disapproval notice, notify EPA of one or more alternative Final Titleholders.

c. Within sixty (60) days after the date of EPA's notice of approval of a Final Titleholder, Owner Settling Defendants and CLF shall complete the Final Conveyance.

d. Within 20 days after the exchange of documents to which reference is made in this Paragraph A.4 of Section III, between EPA and CLF, CLF shall provide copies thereof to the WMI Group.

e. The Interim Title Holder or its EPA approved substitute may nevertheless retain title so long as it continues to adhere to all of the provisions of the Consent Decree, the WLP SOW, and this CLF Contract including all such provisions as they relate to the "Final Titleholder".

5. Reporting and Certification Requirements

a. Quarterly Status Reports. Beginning on the first day of the first quarter after entry of the Consent Decree, and continuing every quarter thereafter up to and including the final date of certification of compliance with the requirements of the Consent Decree, CLF shall submit to EPA and the WMI Group quarterly reports on the status of the performance of the WLP ("Status Reports"). Each Status Report shall at a minimum contain:

(i) a description of the specific actions taken by or on behalf of Owner Settling Defendants, their agents, the Easement Holder, the Interim Titleholder, and the Final Titleholder (including CLF, its substitute, successors, agents and assigns), relating to completion of actions required under the WLP provisions of the Consent Decree, including the WLP SOW, accomplished since the previous report, and the dates (including year, month and day) on which such actions were taken;

(ii) a description of any impediments encountered in meeting the requirements of the CLF Contract, the WLP SOW, and the Consent Decree, including scheduling requirements, and the steps taken to overcome such impediments; and

(iii) the identification of the specific actions remaining to be performed in order to comply with all terms of the CLF Contract, the WLP SOW and the Consent Decree, including citations to the numbers and/or letters of Paragraphs requiring such actions, an assessment of the CLF's ability to perform those remaining actions, and the anticipated date on which performance of each such action is expected to be completed.

6. Financial Statements. CLF shall submit to EPA and the WMI Group annual audited financial statements, including an independent auditor's certification as to the use of funds placed in the WLP Restricted Account, and any supporting documentation that EPA may request. The Auditor shall also verify that at least seventy-five percent (75%) of all funds raised by CLF over and above the amount allocated to wetland maintenance as provided in paragraph B.2.i. of Section III herein has been spent on the preparation and implementation of the WRP.

7. Certifications of Completion

a. In addition to the Status Reports, CLF shall submit to EPA written certifications that each and every action that CLF will have been required to complete during the preceding quarter, pursuant to the Consent Decree, was in fact completed. Each such certification shall contain at least: (i) a written description of the completed action; (ii) the number and/or letter of the Paragraph requiring the completed action; and (iii) the date (including year, month and day) of the action's completion.

b. All reports, certifications and other submissions required pursuant to this CLF Contract shall be signed by a responsible official of CLF, and shall contain the following certification:

"I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that this document and its attachments were prepared either by me personally or under my direction or supervision in a manner designed to ensure that qualified and knowledgeable personnel properly gathered and presented the information contained therein. I further certify, based on my personal knowledge or on my inquiry of those individuals immediately responsible for obtaining the information, that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing and willful submission of a materially false statement."

IV. GENERAL PROVISIONS

A. At least twenty-one (21) days prior to the granting by Owner Settling Defendants or CLF of a conservation easement on, or conveyance of title to, any lots in Property D, Owner Settling Defendants or CLF as applicable shall provide notice thereof to EPA and the WMI Group, which notice shall include a description of the conservation easement or conveyance, the identity of the grantee or purchaser, the terms of the easement or conveyance, any consideration to be paid, and a copy of the conservation easement or deed conveying title to the property. Owner Settling Defendants or CLF as applicable shall notify EPA and the WMI Group of the granting of such conservation easement or conveyance of such title within ten (10) days after the date of closing and shall include with such notification a copy of the closing binder, including final executed documentation and a work sheet setting forth costs incurred and any consideration paid (or to be paid) therefor.

B. No Settling Defendant shall act as the broker, dealer or agent for the grant of any conservation easement or conveyance of any property pursuant to the Consent Decree, including the WLP SOW and this CLF Contract.

C. The deadlines in this CLF Contract or the WLP SOW shall not be extended

except with the prior written approval of EPA.

D. CLF shall be responsible for obtaining all permits, licenses, approvals and variances, and meeting any other federal, state or local government requirements, necessary for the timely performance of the WLP, including without limitation any approval of the conveyance of title to all or a portion of the WLP Property that may be required pursuant to the New Jersey Industrial Site Recovery Act of 1993, N.J.S.A. 13:1K-6 et seq., and its implementing regulations, or any other federal, state or local statute, regulation or law.

E. As set forth in Paragraph 21 of the Consent Decree, the Parties hereto acknowledge that: (1) UAO Respondents (as defined in Paragraph 3[ee] of the body of the Consent Decree) continue to have obligations to perform remedial activities at the Site pursuant to the requirements of the UAOs, including, among other things, the operation and maintenance of the landfill cap, the treatment plant, gas flares, above-ground piping and slurry wall (the "UAO Installations"); and (2) the WMI Group has obligations to perform the NRD Project pursuant to the State Consent Decree. Therefore, the Parties hereto agree not to obstruct, impede or interfere with the performance of the remedy at the Site or the UAO Installations, as required by the UAOs or any modification thereof, with implementation of the NRD Project or any modification thereof at the Site, performance of the WLP or any modification thereof, pursuant to this Consent Decree, or implementation of any other governmental order or directive issued with respect to the Site, or the Consent Decree, as provided in Paragraph 21 of the Consent Decree.

F. CLF shall submit copies of each and every communication it sends to or receives from the EPA, the ACOE and the WMI Group, pursuant to the Consent Decree, the WLP SOW and/or this CLF Contract, to the Owner Settling Defendants.

V. BREACHES OF CLF CONTRACT

A. In the event of a breach of the CLF Contract, Owner Settling Defendants shall enforce the CLF Contract. Within ten (10) days after discovering a breach of the CLF Contract, Owner Settling Defendants shall notify EPA and the WMI Group in writing of such breach and implement the measures described in paragraph B following. Within ten (10) days after commencing the implementation of such measures, Owner Settling Defendants shall notify EPA and the WMI Group in writing of such action.

B. Remedies in the Event of a Breach.

1. Owner Settling Defendants shall provide written notice to CLF in the event of a material breach of this Contract. That notice will provide CLF with 30 days within which to cure such breach. If at the end of 30 days, such breach has not been cured to the satisfaction of Owner Settling Defendants, then Owner Settling Defendants and CLF will present that issue to an arbitrator agreed upon by the parties. If the parties cannot agree on the identification of the arbitrator, then the Owner Settling Defendants and CLF shall jointly request the American Arbitration Association to make such appointment. The parties hereto agree that the dispute will then be presented to the American Arbitration Association in accordance with its rules and that the decision of that arbitrator will be binding on the parties hereto. Within ten (10) days of their receipt of the arbitrator's decision, the Owner Settling Defendants shall provide a copy thereof to EPA and the WMI Group. The United States and the WMI Group are not bound by this arbitration provision.

2. CLF and the Owner Settling Defendants agree that in the event CLF is unable to complete any of the tasks required by this CLF Contract, title to the properties and the Conservation Easements previously conveyed to CLF pursuant to the Consent Decree, the WLP

SOW and this CLF Contract shall revert back to the Owner Settling Defendants. Mark Manewitz, Esq. is designated as the Escrow Agent pursuant to this CLF Contract. He shall hold a deed to all of the properties and Conservation Easements originally and thereafter conveyed to the CLF pursuant to the WLP SOW, the Consent Decree and this CLF Contract, which deed and Conservation Easements shall convey title to such properties and the Easements back to the Owner Settling Defendants. Upon notice from the Owner Settling Defendants and approval by the EPA, the Escrow Agent shall record such deeds to and Conservation Easements on the properties previously conveyed.

3. If CLF fails to comply with or to cure a material breach of the CLF Contract or if the Interim Titleholder (e.g., CLF), Easement Holder, or Final Titleholder loses its status as an EPA-approved conservation organization or otherwise fails to satisfactorily complete its obligations or responsibilities under this CLF Contract or other document embodying its obligations and responsibilities, the Owner Settling Defendants shall take the following steps to obtain a substitute therefor:

a. Contact and discuss such substitution with authorized representatives of any qualified organizations it can locate and of any organizations identified for that purpose by EPA; and

b. Attempt to convince such qualified organizations to act as such a substitute. The substitution of any such organization is subject to the prior written consent of EPA. Any such substitute for CLF must agree to be bound by the CLF Contract and any modifications thereto. If and when EPA has issued a written notice of approval of a substitute for CLF, Owner Settling Defendants shall be relieved of any further obligation to enforce the CLF Contract against CLF.

c. If the Owner Settling Defendants obtain a substitute for CLF which is approved by the EPA, and if CLF has raised any funds pursuant to the Financing Plans, this Contract, the WLP SOW and the Consent Decree, CLF shall transfer those funds to the substitute organization, but only if such transfer will not jeopardize CLF's status as a non-profit organization pursuant to Section 501(c)(3) of the Internal Revenue Code and such transfer will not cause the original donors of those funds to incur a recapture of those funds. If the Owner Settling Defendants are not able to obtain a substitute for CLF, then CLF will cooperate with the Owner Settling Defendants, the WMI Group, and the EPA in distributing the funds that remain. All parties agree that no transfer will be implemented which would jeopardize CLF's status as a non-profit organization pursuant to Section 501(c)(3) of the Internal Revenue Code and/or cause the original donors of such funds to incur a recapture of such funds.

VI. NOTICES

Whenever, under the terms of this CLF Contract, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the CLF Contract with respect to the United States, EPA, DOJ, and Settling Defendants, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-11-3-1563/1)
P.O. Box 7611 - Ben Franklin Station
Washington, D.C. 20044-7611
ATTN: David L. Weigert, Esq.

As to EPA:

William C. Tucker, Esq.
Senior Assistant Regional Counsel
New Jersey Superfund Branch
U.S. Environmental Protection Agency
290 Broadway, 19th Floor
New York, NY 10007

John Prince
Chief, Central New Jersey Remediation Section
New Jersey Remediation Branch
Emergency and Remedial Response Division
U.S. Environmental Protection Agency – Region II
290 Broadway, 19th Floor
New York, NY 10007

As to Settling Defendants:

As to Chemical Waste Management, Inc.; Earthline Company; SCA Services, Inc.; SCA Services of Passaic, Inc.; Wastequid, Inc.; Waste Management Holdings, Inc.; and Waste Management, Inc.:

Antoinette R. Stone, Esq.
BUCHANAN INGERSOLL, PC
1835 Market Street, 14th Floor
Philadelphia, PA 19103-2985

As to Transtech Industries, Inc.; Filcrest Realty; and Kin-Buc, Inc.:

James M. Andrews, Esq.
BLANK ROME LLP
Woodland Falls Corporate Park
210 Lake Drive East, Suite 200
Cherry Hill, NJ 08002-1164

As to Inmar Associates, Inc.:

Michael K. Mullen, Esq.
SCHENCK, PRICE, SMITH & KING, LLP
10 Washington Street, P.O. Box 905
Morristown, NJ 07963-0905

As to Anthony Gaess:

James O'Toole, Esq.
SAUL, EWING, REMICK & SAUL LLP
Centre Square West
1500 Market Street, 38th Floor
Philadelphia, PA 19102-2186

VII. ASSIGNMENT

The Clean Land Fund shall have the right to assign this CLF Contract and all of its rights and title and interest in the property conveyed to it pursuant to this CLF Contract to an EPA-approved Conservation Organization (as that term is defined in the Federal Consent Decree) and with the written consent of the Owner Settling Defendants and EPA. Notice of any such assignment shall be given to EPA, Owner Settling Defendants, and the WMI Group at least thirty (30) days prior to the date of closing on the assignment. Except as stated above, the Clean Land Fund shall have no right to assign this agreement.

VIII. INTEGRATION

This agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. This agreement may not be modified or discharged orally nor may waivers or consents be given orally. Every modification, discharge, waiver, or consent with regard to this agreement shall be in writing and signed by the person against which enforcement thereof is sought. This agreement

shall be binding upon and inure to the benefit of the successors, assigns, and personal representatives of the parties hereto.

IX. RETENTION OF RECORDS

CLF shall retain all records required to be retained by it in accordance with Section XIX of the body of the Consent Decree.

X. CONTRACTORS AND NONINTERFERENCE

CLF is bound by the contractor and noninterference provisions of Paragraphs 20 and 21 of the body of the Consent Decree.

XI. CONTROLLING LAW/JURISDICTION

This agreement shall be construed in accordance with the laws of the State of New Jersey. The parties hereto agree to the exclusive jurisdiction of all matters that may arise with regard to this agreement in the United States District Court for the District of New Jersey.

SIGNATURE PAGES TO FOLLOW

In witness whereof, the parties hereto have executed this agreement this day and
year below written.

By: _____
TRANSTECH INDUSTRIES/INC.
Name: ANDREW J. MAYRA, JR.
Date: 12/30/04

By: _____
FILCREST REALTY/INC.
Name: ANDREW J. MAYRA, JR.
Date: 12/30/04

By: _____
KIN-BUC, INC.
Name: ANDREW J. MAYRA, JR.
Date: 12/30/04

In witness whereof, the parties have executed this agreement this day and year below written.

By: /s/ Michael K. Miller
INMAR ASSOCIATES, INC.
Name: MICHAEL K. MILLER
Date: 12/30/06

734641

In witness whereof, the parties hereto have executed this agreement this day and year
below written.

By: [Signature]
CLEAN LAND FUND
Name: WILLIAM J. PRIN, PRESIDENT
Date: 12/29/04